THE HON'BLE MR JUSTICE V.V.S.RAO

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WRIT PETITION No.16558 of 1999

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Dated:30.12.2005

Between:

Smt K.Nirmala, W/o Late Sri K.Sambaiah,
R/o 2-6-1526, Srinivasa Colony,
Besides Sumamgali Functional Hall, Warangal.

..... PETITIONER

AND

The Life Insurance Corporation of India, Rep by its Branch Manger,
Branch Office-I, Station Road,
Warangal -506 002.

.....RESPONDENT

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WRIT PETITION No.16558 of 1999

ORDER:

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The petitioner's husband, Sambaiah, obtained L.I.C Policy known as Double Benefit Policy bearing No.680308142 for a sum of Rs.30,000/-. The Policy was taken on 31.07.1992. As per the Policy, if the insured dies due to accident, the L.I.C would be liable to pay additional sum equal to the sum assured under the Policy.

It appears, Sambaiah went to Janakipuram in Warangal District on 21.03.1995. While he was in the Village, he suffered stomach pain and was treated by the Registered Medical Practitioner (RMP) of the Village. Whatever the cause, Sambaiah developed complications and on 23.03.1995 he breathed his last while undergoing treatment at Mahatma Gandhi Memorial Hospital, Warangal. A claim for the sum assured was made by the petitioner before the respondent, who settled the claim and paid a sum of Rs.30,000/- on 30.03.1996. Additional sum equal to the sum assured was however denied. Aggrieved by the same, the present writ petition is filed.

The respondent has filed a counter affidavit disputing the claim of the petitioner. It is stated that the petitioner's husband died of acute cellulites, while undergoing treatment at the Hospital and the cause of death was determined as abdomen pain. Therefore, the life assured cannot be said to have died of an accident enabling the legal heirs to claim the double benefit under the Policy. Reliance is placed on Condition 10(b) of the Policy taken by Sambaiah.

Condition 10 deals with accident benefit. Clause (a) of Condition 10 deals with the disability of the life assured, whereas Clause (b) deals with the death of the life assured, and reads as under.

Condition 10(b):

"To pay an additional sum equal to the sum assured under this policy, if the Life Assured shall sustain any bodily injury resulting solely and directly from the accident caused by outward violent and visible means and such injury shall within 90 days of its occurrence solely, directly and independently of all other causes result in the death of the Life Assured.

The Corporation shall not be liable to pay the additional sum referred in (a) or (b) above, if the disability or the death of the Life Assured shall:

i. be caused by intentional self injury, attempted suicide, insanity or immorality or whilst the Life Assured is under the influence of intoxicating liquor, drug or narcotic; or

ii. take place as a result of accident while the Life Assured is engaged in aviation or aeronautics in any capacity other than that of a fare-paying, part-paying or non-paying passenger in any air craft which is authorized by the relevant regulations to carry such passengers and flying between established aerodromes, the Life Assured having at that time no duties on board the aircraft or requiring descent therefrom; or

iii. be caused by injuries resulting from riots, civil commotion, rebellion, war (whether war be declared or not) invasion, hunting, mountaineering, steeple-chasing or racing of any kind or

iv. result from the Life Assured committing any breach of law; or

(v) arise from employment of the Life Assured in the armed forces or military service of any country at war (whether war be declared or not) or from being engaged in police duty in any military, naval or police organization".

The above Condition 10(b) is in two parts. The first part stipulates that additional sum equal to the sum assured shall be payable if the life assured sustains any bodily injury resulting solely or directly from the accident caused by outward violent and visible means. Part 2, which conditions sub clauses (i) to (v), is by way of explanation to Part 1, and even if death occurs by otherwise than accident, in such circumstances as seen in Part 2 of Condition 10(b), the Corporation shall not be liable to pay the additional sum referred to in Condition 10(a). If the death does not occur due to violent outward incident and occurs due to any other reason as

enumerated in Part 2 of Condition 10(b), L.I.C would not be liable to pay the additional sum assured. In this case, admittedly, the petitioner died of stomach pain and acute cellulites, which presumably resulted in administering injection by the RMP. Therefore, the death of Sambaiah cannot be said to have occurred due to outward violent incident or accident. In that view of the matter, there cannot be any infirmity in the action taken by the respondent in denying additional sum equal to the sum assured to the petitioner on account of death of her husband, Sambaiah.

The Writ Petition is devoid of merits and is accordingly dismissed. No costs.

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(V.V.S.RAO, J)

30.12.2005

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